



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving – PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Québec
K1A 0S5

Proposal To: National Defence Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Solicitation Closes – L'invitation prend fin

At – à : 14:00

On - le : December 6 2019

Title/Titre Combat Belt	Solicitation No – N° de l'invitation W8486-206496/A
Date of Solicitation – Date de l'invitation 07/11/2019	
Address Enquiries to – Adresser toutes questions à Tracy Dow 101 Colonel By Drive, Ottawa, Ontario, K1A 0K2 Tracy.Dow@forces.gc.ca	
Telephone No. – N° de téléphone 819-939-9559	FAX No – N° de fax
Destination See herein	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required - Livraison exigée See herein	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements associated with this procurement.

1.2 Statement of Requirement

The requirement is detailed under Annex A.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.5 Canadian Content

The requirement is limited to Canadian goods and/or services.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The **2003**; 2019-03-04 Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Availability of Drawings

Drawings are available upon request. Bidders are to fax their request for drawings to: DND - Attention: Contracting Authority, Email: tracy.dow@forces.gc.ca specifying the Solicitation File No. Bidders are responsible to request drawings early enough to ensure that the drawings are received (through regular mail) before bid closing. Drawings for all items referred to in this Request for Proposal will be forwarded to interested bidders as a Technical Data Package (TDP) under a separate cover.

It should be noted that the drawings have been inadvertently identified as Proprietary to the Contractor who developed the drawings. The Crown has received official correspondence from the Contractor noting that these drawings have been misidentified and the Crown has unlimited rights to use these drawings in accordance with the Contract(s) under which the drawings were developed.

In order to receive a TDP, the proposed Bidder must return a signed copy of Annex "D" to the Contracting Authority on page 1 of this Request for Proposal. It is to be duly signed by a senior representative of the company. The TDP will not be released to any bidder without receipt of the Non-Disclosure Agreement. Bidders are advised that the Contractor who developed the drawings will be provided with a copy of each signed Non-Disclosure Agreement. He will also be advised when each copy of the TDP has been returned to the Crown.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid as follows:

Bidders must submit firm prices, Delivered Duty Paid (DDP) at 25 CFSD Montreal Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Bids must be submitted in Canadian dollars.

Pricing - Multi-Item Bid Solicitation

Bidders do not have to quote a price for all items identified in the bid solicitation. However, Bidders must quote a price for all items with identical Nato Stock Numbers in order to be evaluated. Bidders may withdraw one or more items from their bid, after bid closing but prior to contract award, by advising, in writing, the Contracting Authority.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T - 2013-11-06; Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Bids will be evaluated using Annex B.

4.1.1.1 Pre-Award Sample and Supporting Documentation

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, one (1) pre-award sample of the item must be included with the bid.

A different colour of webbing is acceptable for the pre-award sample only on the condition that the webbing meets all other properties requested in the technical requirement.

The Bidder must ensure that the required pre-award sample is manufactured in accordance with the technical requirement and is fully representative of the bid submitted. Rejection of the pre-award sample will result in the bid being declared non-responsive.

The Bidder must deliver the required pre-award sample at no charge to Canada and must ensure that it is received with the bid at time and place of bid closing. Failure to submit the required pre-award sample within the specified time frame will result in the bid being declared non-responsive. The sample submitted by the Bidder will remain the property of Canada.

The sample will be evaluated for adherence to the drawings, specified materials, specified construction requirements and the acceptability of workmanship (i.e. quality of seams and stitching, neatness, and absence of material damage and flaws).

The requirement for a pre-award sample will not relieve the successful bidder from submitting samples and a certificate of compliance as required by the contract terms or from strictly adhering to the technical requirement of this Request For Proposal and any resultant contract.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at CFSD Montreal Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price per Nato Stock Number will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless otherwise specified, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Canadian Content Certification

A3050T; 2018-12-06 - Canadian Content Definition

A3051T; 2018-12-06 – Canadian Content Certification

This procurement is limited to Canadian goods.

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause **A3050T**.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?_ga=1.229006812.1158694905.1413548969#afed).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Requirement

B4008C; 2014-06-26 – Requirement – Contract

The Contractor must provide the items detailed under the "Requirement" at Annex A.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A; 2018-06-21 General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the contract is 48 months from contract award.

6.4.1.1 Delivery – Firm Quantities

All firm deliveries are to be completed 130 calendar days after date of contract award.

The first delivery must be a minimum quantity of 350 units and must be received within 30 calendar days from the date of contract award. The remaining balance must be delivered at a minimum rate of 350 units per week until completion of the contract.

6.4.2 Option to Extend the Contract

A0070C; 2007-11-30 – Optional Goods and/or Services

The Contractor grants to Canada 3 irrevocable options to acquire the goods described at Annex A under lines 2, 3, and 4 of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The minimum order required when exercising each option to purchase additional quantities is 6,000 units. The maximum order of each option is 10,000 units. The maximum overall optional quantities on the contract is 30,000 units.

The Contracting Authority may exercise the option(s) at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.4.2.2 Delivery – Optional Quantities

Option deliveries must commence within 30 calendar days from the receipt of the contract amendment and after final delivery of the firm contract quantity. The first delivery of each option exercised must be a minimum quantity of 350 units and the balance must be shipped at a minimum rate of 1,400 units per month until completion of the optional quantities.

6.4.3 Shipping Instructions

Goods must be consigned and delivered to the destination specified in the contract:

1. Incoterms 2010 "DDP Delivered Duty Paid" 25 CFSD Montreal Depot.
2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

25 CF Supply Depot Montreal
Montreal, Qué.

Telephone: 1-866-935-8673 (toll free), or

514-252-2777, ext. 2363 / 4673 / 4282 E-mail: 25DAFCTrafficRDV@forces.gc.ca

6.4.4 SACC Manual Clause

D5545C; 2019-05-30 - ISO 9001:2015 - Quality Management Systems - Requirements (Quality Assurance Code C)

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tracy Dow
Title: Contracting Authority, DLP 3-2-5-1
Department of National Defence
Director General Land Equipment Program Management
Directorate: Directorate of Land Procurement
Address: 101 Colonel by Drive, Ottawa, Ontario, K1A 0K2

Telephone: 819-939-9559
E-mail address: Tracy.Dow@forces.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name:
Title:
Organization:
Address:
Telephone:
E-mail:

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Name:
Title:
Organization:
Address:
Telephone:
E-mail:

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex A for a cost of \$_____. Customs duties are included and Applicable Taxes are extra.

Canada 

6.6.2 Limitation of Expenditure**C6000C**; 2017-08-17 - Limitation of Price**6.6.3 Multiple Payments****H1001C**; 2008-05-12 – Multiple Payments**6.6.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

Will be determined upon contract award

6.6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the consignee for certification and payment.

(b) One (1) copy must be forwarded to the following address :

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attn: DLP 3-2-5-1

6.7 Certifications**6.7.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.7.2 SACC Manual Clauses**A3060C**; 2008-05-12 – Canadian Content Certification**6.8 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

6.9 Priority of DocumentsThe logo for the Government of Canada, featuring the word "Canada" in a serif font with a small Canadian flag to the right of the letter 'a'.

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010A; 2018-06-21
- (c) Annex A, Statement of Requirement;
- (d) the Contractor's bid dated _____

6.10 Defence Contract

A9006C; 2012-07-16 - Defence Contract

6.11 Insurance

G1005C; 2016-01-28 – Insurance No Specific Requirement

6.12 Packaging Requirement

The belt must be individually wrapped in a sealed bag with an outside label with the following marking:

- a. NSN 8440-20-006-2690
- b. Belt Trousers
- c. Contract Number W8486-206496

The Contractor must prepare item number(s) 1 to 4 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package belts in quantities of 1 per unit pack.

6.13 Preparation for Deliveru

The belt must be individually wrapped in a sealed bag with an outside label with the following markings:

- a. NSN 8440-20-006-2690
- b. Belt, Trousers
- c. Contract Number W8486-206496

6.14 Pre-Production Samples

B7011C (2014-06-26) Pre-Production Samples - Clothing - Contract

1. The Contractor must provide two (2) pre-production samples of the item, accompanied by the sealed pattern to the Technical Authority for acceptance within 21 calendar days from date of contract award.

The PPS must be submitted with the requested packaging and marking.

In addition, the Contractor must provide, with the pre-production samples, a Certificate of Compliance (as defined below) for the webbing.

2. If the first samples are rejected, the Contractor must submit the second sample within 15 calendar days of notification of rejection from the Technical Authority.
3. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
4. The Contractor must provide the samples and the certificate of compliance to the Technical Authority, transportation charges prepaid, and without charge to Canada. The samples submitted by the Contractor will remain the property of Canada.
5. The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the samples. A copy of this notification is to be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specification(s) and all other conditions of the Contract.
6. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the samples are acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.
7. Rejection by the Technical Authority of the second samples submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.
8. The samples may not be required if the Contractor is currently in production. The request for waiver of sample must be made by the Contractor in writing to the Technical Authority. The waiving of this requirement will be at the discretion of the Technical Authority. If the Technical Authority agrees to the Contractor's request, the Contracting Authority will issue an amendment to incorporate the waiving of this requirement in the Contract.

6.15 Certification of Compliance

A certificate of compliance is defined for this Contract as a signed and dated certification by an appropriate official of the component manufacturer (e.g. zipper, hook and loop, webbing, etc.). It must specifically address the adherence of the offered component to the specification or manufacturing data of the technical requirement.

A separate certificate of compliance is required for each individual product or component. It must be current (dated within 6 months of the solicitation posting date) and must certify that the product for which the Certificate of Compliance was issued is the same product used in the pre-production sample and in the production units as applicable.

The Contractor is to note that copies of invoices, purchase orders and Certificate of Compliance for products or components that are not manufactured by the certifier are not suitable for use as a Certificate